



1350 Norris Road  
Bakersfield, California 93308-2231

Via Email Only: [66586-04263276@requests.muckrock.com](mailto:66586-04263276@requests.muckrock.com)

January 22, 2019

Aaron Swartz  
Day Police Surveillance Project  
MuckRock.com

Re: California Public Records Act Request

Dear Mr. Swartz:

The Kern County Sheriff's Office ("KCSO") is in receipt of your emailed request, under the California Public Records Act, for records related to **Body Worn Cameras** as follows:

Request: Number, if any, of Body Worn Cameras owned by this department or agency, including the manufacturer and whether a data storage package has been provided by the manufacturer.

Response: The Kern County Sheriff's Office has 120 cameras with Axon Enterprise. The data storage package is provided by the manufacturer.

Request: Any documents or correspondence during the period encompassing this request regarding possible or planned acquisition of Body Worn Cameras.

Response: Attached is a copy of a Grant from the United States Department of Justice for Body Worn Cameras along with the applicable Purchase Orders and Letter to the Board of Supervisors regarding acceptance of the Grant for Body Worn Cameras.

As to "correspondence," KCSO staff would have to conduct an extensive search of multiple records, primarily email records, that is not likely to produce any disclosable records or at a minimum only very few.

///  
//

Due to limited staffing and the number of the individual records, for the County to perform this exercise would place an undue burden on the County's resources that is not required by the CPRA. "Under applicable California law, even a focused, specific request, when it would require an agency to search volumes of documents or to produce a large volume of material may be objectional as 'unduly burdensome.'" (*California First Amendment Coalition v. Superior Court* (1998) 67 Cal.App.4th 159, 166; citing *American Civil Liberties Union Foundation v. Deukmejian* (1982) 32 Cal.3d 440.)

Therefore, we are denying this portion of your request pursuant to Government Code § 6254(k) and 6255.

Request: Any existing or proposed usage policies regarding the use of Body Worn Cameras including protocols, training documents, data storage procedures and prohibited activities.

Response: A copy of the Kern County Sheriff's Office Department Policy J-3600 is attached. Also attached is a Directive dated March 4, 2016 and the Detentions Bureau Policy A-550 dated November 30, 2017, both of which have been replaced by KCSO Department Policy J-3600.

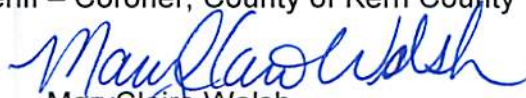
Request: Any current or past litigation involving or referencing this department or agency involving the use of Body Worn Cameras.

Response: The Kern County Sheriff's office has no records pertaining to this request. Furthermore, such items if in existence, would be exempt under 6254(b).


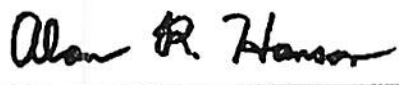
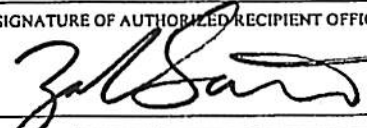
If you have any questions please feel free to contact me at 661-391-7518 or email: [walshm@kernsheriff.org](mailto:walshm@kernsheriff.org)

Sincerely,

**DONNY YOUNGBLOOD,**  
Sheriff – Coroner, County of Kern County

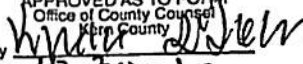
By:   
MaryClaire Walsh  
Civil Litigation Coordinator

MCW  
RR19-015

 <b>U.S. Department of Justice</b> <b>Office of Justice Programs</b> <b>Bureau of Justice Assistance</b>	<b>Grant</b>	<b>PAGE 1 OF 11</b>																
<b>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</b> County of Kern 1115 Truxtun Avenue, 5th Floor Bakersfield, CA 93301-4639	<b>4. AWARD NUMBER:</b> 2017-BC-BX-0012  <b>5. PROJECT PERIOD:</b> FROM 10/01/2017 TO 09/30/2019 <b>BUDGET PERIOD:</b> FROM 10/01/2017 TO 09/30/2019  <b>6. AWARD DATE</b> 09/29/2017 <b>7. ACTION</b> <div style="display: flex; justify-content: space-between;"> <span><b>8. SUPPLEMENT NUMBER</b> 00</span> <span>Initial</span> </div>																	
<b>2a. GRANTEE IRS/VENDOR NO.</b> 956000947  <b>2b. GRANTEE DUNS NO.</b> 034174875	<b>9. PREVIOUS AWARD AMOUNT</b> \$ 0  <b>10. AMOUNT OF THIS AWARD</b> \$ 135,000  <b>11. TOTAL AWARD</b> \$ 135,000																	
<b>3. PROJECT TITLE</b> Kern County Sheriff's Office Body Worn Camera Project																		
<b>12. SPECIAL CONDITIONS</b> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																		
<b>13. STATUTORY AUTHORITY FOR GRANT</b> This project is supported under FY17(BJA - Body-Worn Camera Program) Pub. L. No. 115-31, 131 Stat 135, 205																		
<b>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</b> 16.835 - Body Worn Camera Policy and Implementation Program																		
<b>15. METHOD OF PAYMENT</b> GPRS																		
<b>AGENCY APPROVAL</b> <b>GRANTEE ACCEPTANCE</b>																		
<b>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</b>  Alan R. Hanson Acting Assistant Attorney General	<b>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</b>  Zack Scrivner County Chairman																	
<b>17. SIGNATURE OF APPROVING OFFICIAL</b>  	<b>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b>  	<b>19A. DATE</b> NOV 07 2017																
<b>AGENCY USE ONLY</b>																		
<b>20. ACCOUNTING CLASSIFICATION CODES</b> <table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>BC</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>135000</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	BC	80	00	00		135000	<b>21. SBCUGT0024</b>	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT											
X	B	BC	80	00	00		135000											

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

APPROVED AS TO FORM  
 Office of County Counsel  
 Kern County  
 By   
 Date 10-30-17



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 2 OF 11

25

PROJECT NUMBER 2017-8C-RX-0012

AWARD DATE 09/29/2017

**SPECIAL CONDITIONS**

**1. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**3. Compliance with DOJ Grants Financial Guide**

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 3 OF 11

PROJECT NUMBER 2017-BC-BX-0012

AWARD DATE 09/29/2017

***SPECIAL CONDITIONS***

**4. Required training for Point of Contact and all Financial Points of Contact**

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after— (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

**5. Requirements related to "de minimis" indirect cost rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**6. Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.





U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 11

PROJECT NUMBER 2017-BC-BX-0012

AWARD DATE 09/29/2017

***SPECIAL CONDITIONS***

**7. Requirements related to System for Award Management and Universal Identifier Requirements**

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**8. All subawards ("subgrants") must have specific federal authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

**9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 5 OF 11

PROJECT NUMBER 2017-BC-BX-0012

AWARD DATE

09/29/2017

***SPECIAL CONDITIONS***

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 6 OF 11

PROJECT NUMBER 2017-BJ-0012

AWARD DATE 09/29/2017

**SPECIAL CONDITIONS**

**16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

**18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

**19. Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.





U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 7 OF 11

PROJECT NUMBER 2017-BC-BX-0012

AWARD DATE 09/29/2017

***SPECIAL CONDITIONS***

**20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**21. Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 8 OF 11

PROJECT NUMBER 2017-BC-BX-0012

AWARD DATE 09/29/2017

***SPECIAL CONDITIONS***

**22. Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

**1. In accepting this award, the recipient--**

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--**

**a. it represents that--**

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 9 OF 11

PROJECT NUMBER 2017-BC-BX-0012

AWARD DATE 09/29/2017

***SPECIAL CONDITIONS***

**23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**24. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**25. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**26. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.**

**27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.**

**28. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.**

**29. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.**



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Grant

PAGE 10 OF 11

PROJECT NUMBER 2017-BC-BX-0012

AWARD DATE 09/29/2017

**SPECIAL CONDITIONS**

30. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
33. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 11 OF 11

PROJECT NUMBER 2017-BC-BX-0012

AWARD DATE 09/29/2017

***SPECIAL CONDITIONS***

34. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
35. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2017-BC-BX-0012 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
37. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.
38. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
39. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*

---

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for County of Kern

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.





**COUNTY OF KERN**  
PURCHASING DIVISION  
**PURCHASE ORDER**

P.O. NUMBER	1571025
DATE	10/1/2015
PAGE	1/4

Issued To: Taser International  
17800 North 85th Street  
Scottsdale, AZ 85255

**Vendor Instructions**

PURCHASE ORDER NUMBER AND SHIP TO INFORMATION MUST APPEAR ON ALL INVOICES AND SHIPPING LABELS.  
INVOICES MUST BE SUBMITTED IMMEDIATELY UPON DELIVERY OF ITEMS OR PERFORMANCE OF SERVICES.

**SHIP TO**

SHERIFF  
Kern County Sheriff's Department  
1350 Norris Road  
Bakersfield, CA 93308

**BILL TO**

SHERIFF  
Kern County Sheriff's Department  
1350 Norris Rd  
Bakersfield, CA 93308-2200  
Contact: Sylvia Valdez  
(661) 391-7790

F.O.B		PAYMENT TERMS		DELIVERY DATE	REQUISITION NUMBER
Shipping Point		Net 30		As Required	2210-15-064967
ITEM	QUANTITY ORDERED	UOM	DESCRIPTION	UNIT COST	EXTENSION
1	1.00	BLNKT	Body Worn Cameras in accordance with Price Agreement No. 1604.  Vendor Contact: Chad Kapler at 480-341-9539 Email: ckapler@taser.com  Department Contact: Lt. Bobby Voth at 661-348-1878 Email: vothb@kernsheriff.com  If not already provided, Vendor must have a current insurance certificate on file with the County of Kern, meeting all County requirements, prior to performing any on-site service(s).  All insurance coverage requirements shall be maintained by Vendor until completion of all of Vendor's obligations to the County, and shall not be reduced, modified or canceled without thirty (30) days prior written notice to the County Purchasing Agent. The certificate(s) shall state that there shall be at least 30 days notice to the County if the insurance is to be canceled, non-renewed or if there is any material change in coverage.  California use tax will be paid if applicable.  Prepay shipping charges and charge on invoice. Unless shipment is made by parcel post, air courier, express mail, or UPS, a copy of the freight bill must accompany invoice.	\$65,530.65	\$65,530.65
13	1.00	EA	Final Invoice was less than PO.	(\$7,455.19)	(\$7,455.19)
				Subtotal:	\$58,075.46
				Tax:	\$0.00
				Freight:	\$0.00
				Total:	\$58,075.46

NOTE: IF UNABLE TO FILL ORDER IN TIME PROMISED OR INVOICE EXACTLY IN ACCORDANCE WITH DESCRIPTION UNIT AND PRICE HEREON, CONTACT PURCHASING DIVISION FOR INSTRUCTIONS. ASK FOR:

Saron Vaughn Wallace (661) 868-3047  
vaughns@kerncounty.com

NOTE: CONDITIONS INCLUDED WITH THIS PURCHASE ORDER SHALL BECOME PART OF THE CONTRACT.

*Came J Coa*

10/1/2015

DEPUTY PURCHASING AGENT

DATE



# COUNTY OF KERN

## PURCHASING DIVISION

# PURCHASE ORDER

P.O. NUMBER	1571025
DATE	10/1/2015
PAGE	2/4

### KERN COUNTY PURCHASE ORDER TERMS & CONDITIONS

Vendors must comply with all instructions, and the following conditions shall apply to any order awarded pursuant to this Purchase Order:

1. Kern County is exempt from payment of federal excise tax (federal excise tax exemption certificate #95 74 0105 K). No federal tax should be included in the price. Exemption certificates will be furnished when applicable.
2. Unless otherwise clearly specified, the prices stated herein do not include California state sales or use tax.
3. Any public works contract for material and labor exceeding \$1,000 shall be subject to the prevailing wage requirements for public works projects as set forth in Article 2 (commencing with section 1770) of Chapter 1, Part 7 of the California Labor Code.
4. In case of default by the vendor, the County of Kern may procure the articles or services from other sources and may deduct any additional costs from the unpaid balance due the vendor or may collect against any bond or surety for excess costs so paid. If the unpaid balance due vendor is insufficient to cover any additional costs, vendor agrees to immediately reimburse Kern County said additional costs upon request. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
5. Vendor will not be held liable for failure or delay in the fulfillment of an order if hindered or prevented by fire, strikes, or acts of God.
6. The County Auditor's office pays claims and Purchase Orders each week. Therefore, it is the policy of the County to take any and all discounts identified in this Purchase Order without regard to the date of invoice.
7. This Purchase Order, including any attachments hereto, contains the entire agreement between the County and Vendor relating to the goods and/or services identified herein. Any agreement or terms and conditions submitted to the Purchasing Division or any Kern County department or employee after the issuance of this Purchase Order, or any terms and conditions contained in or referred to in any invoice from vendor, shall be void and of no force or effect.
8. Vendor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of vendor or vendor's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons, damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed by or on behalf of vendor by any person or entity. Further, Vendor shall indemnify, defend and hold the County of Kern, its officers, agents, servants and employees harmless from liability of any nature or kind as a result of Kern County's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, or articles or appliances furnished or used under any purchase order.
9. Vendors may be required to provide proof of insurance for one or more of the following types of insurance coverages as determined by the County Risk Manager:
  - a. **Workers' Compensation Insurance** in accordance with the provisions of section 3700 of the California Labor Code. This policy shall include employer's liability insurance with limits of at least one million dollars (\$1,000,000). Include a cover sheet stating the business is a sole proprietorship, if applicable.
  - b. **Commercial General Liability Insurance** in the minimum amounts indicated below or such additional amounts as may be determined by the County Risk Manager, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any Purchase Order or agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of vendor's performance of work hereunder. The amount of said insurance coverage required hereunder shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
  - c. **Automobile Liability Insurance** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to any Purchase Order or agreement with the County with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
  - d. **Professional Liability (Errors and Omissions) Insurance** for liability arising out of, or in connection with the performance of all required services under this Purchase Order or agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate unless otherwise indicated by the County Risk Manager.

**The Commercial General Liability Insurance** shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-;VII. All insurance provided by Vendor hereunder shall be primary to and not contributing to any other insurance maintained by the County. Any exception to these requirements must be approved by the County Risk Manager. The County Risk Manager may require higher limits depending on the nature of the goods and/or services being provided. All insurance coverage requirements shall be maintained by vendor until completion of all of vendor's obligations to the County, and shall not be reduced, modified or canceled without 30 days prior written notice to the County Purchasing Agent.
10. Public agencies contracting with the County have the option to participate under any bid award upon which this Purchase Order is based, with the same terms and conditions, including price. Such public agencies shall accept sole financial responsibility for making payments to the vendor for all goods and services purchased by them.
11. Vendor shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
12. County and vendor agree that the provisions of this Purchase Order or agreement will be construed pursuant to the laws of the State of California, and that venue of any action relating thereto shall be in the Superior Court of and for Kern County.
13. By signing the County PO terms and conditions, vendor agrees that in the event there is any inconsistency or conflict between the County of Kern Purchase Order terms and conditions and your company's terms and conditions, the County of Kern Purchase Order terms and conditions shall control.
14. Suspension and Debarment





**COUNTY OF KERN**  
PURCHASING DIVISION  
**PURCHASE ORDER**

P.O. NUMBER	1571025
DATE	10/1/2015
PAGE	3/4

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined as 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue additional remedies, including but not limited to suspension and/or debarment.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352
- a. Contractor may not use the funds received from this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
16. Use of Recovered/Recycled Materials
- a. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
    - ii. Meeting Agreement performance requirements; or
    - iii. At a reasonable price.
  - b. Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.





# COUNTY OF KERN

## PURCHASING DIVISION

# PURCHASE ORDER

P.O. NUMBER	1571025
DATE	10/1/2015
PAGE	4/4

### Appendix A to Kern County Purchase Order Terms and Conditions

This Appendix A shall apply if and only if this purchase order is issued pursuant to a competitive bidding process. In addition to the Kern County Purchase Order Terms and Conditions, Vendor agrees to comply with all instructions in the bid packet, and to comply with the following terms and conditions in any order awarded pursuant to this proposal.

1. The return of a signed copy of this form shall constitute a promise to supply and/or perform the enumerated goods and/or services pursuant to the terms and conditions and at the prices stated herein.
2. The Purchasing Agent reserves the right to reject any or all quotations.
3. Lump sum bids for labor and materials shall include all applicable tax.
4. Vendor shall be considered in default if it does not deliver the articles or services in accordance with the bid specifications and/or the delivery schedule and location indicated in the Purchase Order. The County, in its sole discretion, may allow Vendor ten (10) days in which to cure any default. Vendor will only be paid for the articles or services that are delivered on time, in accordance with the Purchase order and accepted by the County.
5. All shipping costs on deliveries which do not meet the County's specifications shall be paid for by the vendor.
6. Cash discounts offered for payment within less than 20 days from date of delivery will not be considered when making an award.
7. The Purchasing Agent prefers to make an "all or none" award. However, the right is hereby reserved to make partial awards if the Purchasing Agent considers this procedure to be in the best interest of the County.
8. Information regarding the results of quotations may be obtained at the Kern County Purchasing Department, 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA (mailing address: 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301), for a period of 90 days from the due date of the quotation. Detailed quotation tabulations are not, as a matter of practice, given out over the telephone or by mail.
9. Pursuant to Kern County Ordinance Code section 2.38.131, the Local Vendor Preference will be implemented.
10. Pursuant to Kern County Ordinance Code section 2.38.151, the County may award to other than the low bidder, if approved by the Board of Supervisors.
11. All addendums to this Quotation Request shall come directly from the Purchasing Agent. Any changes, either written or oral, from other than the Purchasing Agent shall be null and void. All questions or inquiries shall be made directly to the responsible Buyer.
12. All bids which, in the County's opinion, substantially conform to the functional requirements specified in the bid documents will be considered. The County shall award the bid to the vendor that, in the County's sole discretion, submits a bid that substantially conforms to the stated requirements, thereby meeting the needs of the department, and provides the best value to the County.
13. ALL QUOTES ARE SUBJECT TO ANY TERMS AND CONDITIONS STATED IN THE COUNTY BID DOCUMENTS.
14. All price quotes shall remain valid for a minimum of thirty (30) days following the deadline for the County's receipt of bids, even if the Vendor identifies a shorter time period in their bid.
15. The County has determined that the work contemplated by this Agreement falls within the definition of "Public Works" set forth in the California Labor Code. Contractor acknowledges that Contractor is fully aware of prevailing wage requirements for public works projects as set forth in Article 2 (commencing with section 1770) of Chapter 1, Part 7 of the California Labor Code ("Prevailing Wage Requirements") and Contractor agrees to comply with the provisions of that Article to the extent the Prevailing Wage Requirements are applicable to the work conducted under this Agreement. Contractor further agrees that to the extent applicable, Contractor shall require any subcontractor it contracts with to comply with the Prevailing Wage Requirements. Contractor also agrees to indemnify, defend (upon request of County) and hold County, its officers, agents and employees, harmless from all claims, costs, causes of action, attorney fees, damages or liability from the failure of Contractor or Contractor's subcontractors to comply with the Prevailing Wage Requirements.

The Department of Industrial Relations of the State of California has determined the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of Kern County. The schedule of rates can be obtained from [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr) or are on file with the office of the Department of General Services, 1115 Truxtun Ave., 3rd Floor, Bakersfield, CA, 93301, and is by this reference incorporated herein.

Prevailing wage rates apply to all Public Works projects over \$1,000.00.

16. If your company desires to use any agreement or other terms and conditions relative to the goods and/or services specified in this quotation request, they must be provided to the Purchasing Division with your bid. If such an agreement or terms and conditions is not submitted with the bid, it is agreed by both parties hereto that only the terms and conditions contained in this quotation request and any resulting purchase order shall apply to the purchase of such goods and/or services by County. Any agreement or terms and conditions received by the County or any of its employees after submission of the bid or referenced in any invoice from vendor shall be void and of no force or effect. If the vendor submits any agreement or terms and conditions, that submission will be one of the factors that will be considered by the Purchasing Division during the selection process, and could result in a vendor not being selected by Purchasing.





**COUNTY OF KERN**  
PURCHASING DIVISION  
**PURCHASE ORDER**

P.O. NUMBER	1882815
DATE	5/30/2018
PAGE	1/5

Issued To: AXON Enterprise Inc  
17800 North 85th Street  
Scottsdale, AZ 85255-9306

**Vendor Instructions**

PURCHASE ORDER NUMBER AND SHIP TO INFORMATION MUST APPEAR ON ALL INVOICES AND SHIPPING LABELS.  
INVOICES MUST BE SUBMITTED IMMEDIATELY UPON DELIVERY OF ITEMS OR PERFORMANCE OF SERVICES.

**SHIP TO**

SHERIFF  
Kern County Sheriff's Department  
1350 Norris Road  
Bakersfield, CA 93308

**BILL TO**

SHERIFF  
Kern County Sheriff's Department  
1350 Norris Rd  
Bakersfield, CA 93308-2200  
Contact: Sylvia Valdez  
(661) 391-7790

F.O.B		PAYMENT TERMS	DELIVERY DATE	REQUISITION NUMBER	
Destination		Net 30	30 Days ARO	2210-18-078494	
ITEM	QUANTITY ORDERED	UOM	DESCRIPTION	UNIT COST	EXTENSION
1	15.00	EA	Taser Assurance Plan Dock 2 Annual Payment Item No. 87026	\$72.00	\$1,080.00
2	18,000.00	EA	Evidence.Com Storage Item No. 85035	\$0.25	\$4,500.00
3	90.00	EA	Ultimate Evidence.Com Annual Payment Item No. 85078	\$220.00	\$19,800.00
4	3,600.00	EA	Evidence.Com Included Storage Item No. 85110	\$0.00	\$0.00
5	1.00	EA	Axon Starter Item No. 85144	\$2,500.00	\$2,500.00
6	90.00	EA	Axon Camera Assembly, Online, Axon Body 2, BLK Item No. 74001	\$399.00	\$35,910.00
7	90.00	EA	Z-Bracket Mount, Mens, Axon Rapidlock Item No. 74018	\$0.00	\$0.00
8	90.00	EA	LG Pocket Mount, 6", Axon Rapidlock Item No. 74023	\$0.00	\$0.00
9	90.00	EA	Sync Cable, USB A to 2.5mm Item No. 11553	\$0.00	\$0.00
10	15.00	EA	Axon Dock, 6 Bay + Core, Axon Body 2 Item No. 74008	\$1,495.00	\$22,425.00
11	15.00	EA	Wall Mount Bracket, ASSY, Evidence.com Dock Item No. 70033	\$35.00	\$525.00
Reference quotation number Q-167965-43242.827JD dated 5/22/2018 expiring 6/22/2018 prepared by Jessica Duncan in accordance with Price Agreement 1604.					
Vendor Contact: Jessica Duncan Phone: (480) 515-6396					
California use tax will be paid if applicable.					



**COUNTY OF KERN**  
PURCHASING DIVISION  
**PURCHASE ORDER**

P.O. NUMBER	1882815
DATE	5/30/2018
PAGE	2/5

ITEM	QUANTITY ORDERED	UOM	DESCRIPTION	UNIT COST	EXTENSION
			Department Contact: Damian Nord Phone: (661) 391-7732		
				Subtotal:	\$86,740.00
				Tax:	\$5,962.40
				Freight:	\$0.00
				Total:	\$92,702.40

NOTE: IF UNABLE TO FILL ORDER IN TIME PROMISED OR INVOICE EXACTLY IN ACCORDANCE WITH DESCRIPTION UNIT AND PRICE HEREON, CONTACT PURCHASING DIVISION FOR INSTRUCTIONS. ASK FOR:

Laura Davis (661) 868-3032  
davisl@kerncounty.com

NOTE: CONDITIONS INCLUDED WITH THIS PURCHASE ORDER SHALL BECOME PART OF THE CONTRACT.

*Came J Coa*

5/30/2018

DEPUTY PURCHASING AGENT

DATE





# COUNTY OF KERN

## PURCHASING DIVISION

# PURCHASE ORDER

P.O. NUMBER	1882815
DATE	5/30/2018
PAGE	3/5

### KERN COUNTY PURCHASE ORDER TERMS & CONDITIONS

Vendors must comply with all instructions, and the following conditions shall apply to any order awarded pursuant to this Purchase Order:

1. Kern County is exempt from payment of federal excise tax (federal excise tax exemption certificate #95 74 0105 K). No federal tax should be included in the price. Exemption certificates will be furnished when applicable.
2. Unless otherwise clearly specified, the prices stated herein do not include California state sales or use tax.
3. Any public works contract for material and labor exceeding \$1,000 shall be subject to the prevailing wage requirements for public works projects as set forth in Article 2 (commencing with section 1770) of Chapter 1, Part 7 of the California Labor Code.
4. In case of default by the vendor, the County of Kern may procure the articles or services from other sources and may deduct any additional costs from the unpaid balance due the vendor or may collect against any bond or surety for excess costs so paid. If the unpaid balance due vendor is insufficient to cover any additional costs, vendor agrees to immediately reimburse Kern County said additional costs upon request. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
5. Vendor will not be held liable for failure or delay in the fulfillment of an order if hindered or prevented by fire, strikes, or acts of God.
6. The County Auditor's office pays claims and Purchase Orders each week. Therefore, it is the policy of the County to take any and all discounts identified in this Purchase Order without regard to the date of invoice.
7. This Purchase Order, including any attachments hereto, contains the entire agreement between the County and Vendor relating to the goods and/or services identified herein. Any agreement or terms and conditions submitted to the Purchasing Division or any Kern County department or employee after the issuance of this Purchase Order, or any terms and conditions contained in or referred to in any invoice from vendor, shall be void and of no force or effect.
8. Vendor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of vendor or vendor's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons, damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed by or on behalf of vendor by any person or entity. Further, Vendor shall indemnify, defend and hold the County of Kern, its officers, agents, servants and employees harmless from liability of any nature or kind as a result of Kern County's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, or articles or appliances furnished or used under any purchase order.
9. Vendors may be required to provide proof of insurance for one or more of the following types of insurance coverages as determined by the County Risk Manager:
  - a. **Workers' Compensation Insurance** in accordance with the provisions of section 3700 of the California Labor Code. This policy shall include employer's liability insurance with limits of at least one million dollars (\$1,000,000). Include a cover sheet stating the business is a sole proprietorship, if applicable.
  - b. **Commercial General Liability Insurance** in the minimum amounts indicated below or such additional amounts as may be determined by the County Risk Manager, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any Purchase Order or agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of vendor's performance of work hereunder. The amount of said insurance coverage required hereunder shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
  - c. **Automobile Liability Insurance** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to any Purchase Order or agreement with the County with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
  - d. **Professional Liability (Errors and Omissions) Insurance** for liability arising out of, or in connection with the performance of all required services under this Purchase Order or agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate unless otherwise indicated by the County Risk Manager.

**The Commercial General Liability Insurance** shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-;VII. All insurance provided by Vendor hereunder shall be primary to and not contributing to any other insurance maintained by the County. Any exception to these requirements must be approved by the County Risk Manager. The County Risk Manager may require higher limits depending on the nature of the goods and/or services being provided. All insurance coverage requirements shall be maintained by vendor until completion of all of vendor's obligations to the County, and shall not be reduced, modified or canceled without 30 days prior written notice to the County Purchasing Agent.
10. Public agencies contracting with the County have the option to participate under any bid award upon which this Purchase Order is based, with the same terms and conditions, including price. Such public agencies shall accept sole financial responsibility for making payments to the vendor for all goods and services purchased by them.
11. Vendor shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
12. County and vendor agree that the provisions of this Purchase Order or agreement will be construed pursuant to the laws of the State of California, and that venue of any action relating thereto shall be in the Superior Court of and for Kern County.
13. By signing the County PO terms and conditions, vendor agrees that in the event there is any inconsistency or conflict between the County of Kern Purchase Order terms and conditions and your company's terms and conditions, the County of Kern Purchase Order terms and conditions shall control.
14. Suspension and Debarment



# COUNTY OF KERN

## PURCHASING DIVISION

# PURCHASE ORDER

P.O. NUMBER	1882815
DATE	5/30/2018
PAGE	4/5

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined as 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue additional remedies, including but not limited to suspension and/or debarment.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352
- a. Contractor may not use the funds received from this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
16. Use of Recovered/Recycled Materials
- a. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
    - ii. Meeting Agreement performance requirements; or
    - iii. At a reasonable price.
  - b. Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.





**COUNTY OF KERN**  
PURCHASING DIVISION  
**PURCHASE ORDER**

P.O. NUMBER	1882815
DATE	5/30/2018
PAGE	5/5

**Appendix A to Kern County Purchase Order Terms and Conditions**

This Appendix A shall apply if and only if this purchase order is issued pursuant to a competitive bidding process. In addition to the Kern County Purchase Order Terms and Conditions, Vendor agrees to comply with all instructions in the bid packet, and to comply with the following terms and conditions in any order awarded pursuant to this proposal.

1. The return of a signed copy of this form shall constitute a promise to supply and/or perform the enumerated goods and/or services pursuant to the terms and conditions and at the prices stated herein.
2. The Purchasing Agent reserves the right to reject any or all quotations.
3. Lump sum bids for labor and materials shall include all applicable tax.
4. Vendor shall be considered in default if it does not deliver the articles or services in accordance with the bid specifications and/or the delivery schedule and location indicated in the Purchase Order. The County, in its sole discretion, may allow Vendor ten (10) days in which to cure any default. Vendor will only be paid for the articles or services that are delivered on time, in accordance with the Purchase order and accepted by the County.
5. All shipping costs on deliveries which do not meet the County's specifications shall be paid for by the vendor.
6. Cash discounts offered for payment within less than 20 days from date of delivery will not be considered when making an award.
7. The Purchasing Agent prefers to make an "all or none" award. However, the right is hereby reserved to make partial awards if the Purchasing Agent considers this procedure to be in the best interest of the County.
8. Information regarding the results of quotations may be obtained at the Kern County Purchasing Department, 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA (mailing address: 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301), for a period of 90 days from the due date of the quotation. Detailed quotation tabulations are not, as a matter of practice, given out over the telephone or by mail.
9. Pursuant to Kern County Ordinance Code section 2.38.131, the Local Vendor Preference will be implemented.
10. Pursuant to Kern County Ordinance Code section 2.38.151, the County may award to other than the low bidder, if approved by the Board of Supervisors.
11. All addendums to this Quotation Request shall come directly from the Purchasing Agent. Any changes, either written or oral, from other than the Purchasing Agent shall be null and void. All questions or inquiries shall be made directly to the responsible Buyer.
12. All bids which, in the County's opinion, substantially conform to the functional requirements specified in the bid documents will be considered. The County shall award the bid to the vendor that, in the County's sole discretion, submits a bid that substantially conforms to the stated requirements, thereby meeting the needs of the department, and provides the best value to the County.
13. ALL QUOTES ARE SUBJECT TO ANY TERMS AND CONDITIONS STATED IN THE COUNTY BID DOCUMENTS.
14. All price quotes shall remain valid for a minimum of thirty (30) days following the deadline for the County's receipt of bids, even if the Vendor identifies a shorter time period in their bid.
15. The County has determined that the work contemplated by this Agreement falls within the definition of "Public Works" set forth in the California Labor Code. Contractor acknowledges that Contractor is fully aware of prevailing wage requirements for public works projects as set forth in Article 2 (commencing with section 1770) of Chapter 1, Part 7 of the California Labor Code ("Prevailing Wage Requirements") and Contractor agrees to comply with the provisions of that Article to the extent the Prevailing Wage Requirements are applicable to the work conducted under this Agreement. Contractor further agrees that to the extent applicable, Contractor shall require any subcontractor it contracts with to comply with the Prevailing Wage Requirements. Contractor also agrees to indemnify, defend (upon request of County) and hold County, its officers, agents and employees, harmless from all claims, costs, causes of action, attorney fees, damages or liability from the failure of Contractor or Contractor's subcontractors to comply with the Prevailing Wage Requirements.

The Department of Industrial Relations of the State of California has determined the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of Kern County. The schedule of rates can be obtained from [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr) or are on file with the office of the Department of General Services, 1115 Truxtun Ave., 3rd Floor, Bakersfield, CA, 93301, and is by this reference incorporated herein.

Prevailing wage rates apply to all Public Works projects over \$1,000.00.

16. If your company desires to use any agreement or other terms and conditions relative to the goods and/or services specified in this quotation request, they must be provided to the Purchasing Division with your bid. If such an agreement or terms and conditions is not submitted with the bid, it is agreed by both parties hereto that only the terms and conditions contained in this quotation request and any resulting purchase order shall apply to the purchase of such goods and/or services by County. Any agreement or terms and conditions received by the County or any of its employees after submission of the bid or referenced in any invoice from vendor shall be void and of no force or effect. If the vendor submits any agreement or terms and conditions, that submission will be one of the factors that will be considered by the Purchasing Division during the selection process, and could result in a vendor not being selected by Purchasing.

SHERIFF'S OFFICE  
COUNTY OF KERN

Telephone (661) 391-7500



1350 Norris Road  
Bakersfield, California 93308-2231

November 7, 2017

Board of Supervisors  
Kern County Administrative Center  
1115 Truxtun Avenue  
Bakersfield, CA 93301

**REQUEST TO ACCEPT GRANT AND APPROVE PROPOSED RETROACTIVE  
AGREEMENT FROM THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE  
SHERIFF'S OFFICE BODY-WORN CAMERA PROJECT AND REQUEST TO  
APPROPRIATE UNANTICIPATED REVENUE IN THE AMOUNT OF \$135,000  
(Fiscal Impact: \$270,000, Federal Grant; \$135,000, County Match; Not Budgeted;  
Discretionary)**

The Sheriff's Office is requesting Board approval to accept the grant and approve the proposed retroactive Agreement with the United States Department of Justice (USDOJ) for the Sheriff's Office Body-Worn Camera Project.

On February 14, 2017, your Board authorized the Sheriff's Office to apply for a grant from the USDOJ. The Sheriff's Office is pleased to report this project was selected for funding in the amount of \$135,000. The grant project period began October 1, 2017 and ends September 30, 2019. This action is retroactive due to the Sheriff's Office receiving notification of the award on September 29, 2017.

There is a match for this grant in the amount of \$135,000 which the Sheriff's Office plans to leverage by using in-kind services and AB 109 funds. No general funds are anticipated to be used for this match.

Law enforcement agencies across the country and worldwide are using body-worn cameras (BWC's) as a promising tool to improve law enforcement interactions with the public. The Sheriff's Office believes the presence of BWC's helps strengthen accountability and transparency, and assists in the de-escalation of potentially volatile situations.

Due to the fact this was a competitive process, the Sheriff's Office did not budget for this project. The grant application awarded \$135,000, thus necessitating the recognition of \$135,000 in unanticipated revenue.

**PLEASE ADDRESS ALL COMMUNICATIONS TO THE SHERIFF**

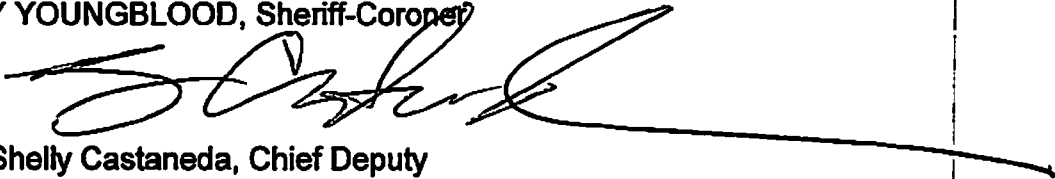
This action requires appropriation of unanticipated revenue in the amount of \$135,000 into budget unit 2210; expense key 7525 to facilitate the purchase of 90 body-worn cameras, with establishment of the revenue estimate into account 4140.

The County Administrative Office concurs with this request. County Counsel has reviewed and approved the Agreement as to form.

Therefore, IT IS RECOMMENDED that your Board accept the grant and approve the proposed retroactive Agreement with the United States Department of Justice for the Sheriff's Office Body-Worn Camera Project from October 1, 2017 to September 30, 2019, in the amount of \$135,000 in budget unit 2210; authorize the Auditor-Controller to process the specified budgetary adjustments and accounting transactions; and authorize the Chairman to sign.

Sincerely,

DONNY YOUNGBLOOD, Sheriff-Coroner

A handwritten signature in black ink, appearing to read 'Shelly Castaneda', with a long horizontal line extending to the right.

By: Shelly Castaneda, Chief Deputy  
Administrative Services Bureau

/at

Attachments

cc: CAO  
Auditor-Controller-County Clerk  
County Counsel

## AGREEMENT AT A GLANCE

Proposed Vendor Name:

US Justice Department ( USDOJ)

Requesting Department Contact Information:

Dept Name: Sheriff's Office

Contact: Cmdr. Tim Melanson

Phone: 661-391-7732

**Necessity for Board's approval (check all boxes that apply:**

☒ Establish a new agreement

☐ Amendment to existing agreement

Agreement number: \_\_\_\_\_

Amendment No.: \_\_\_\_\_

Date Agreement Began: \_\_\_\_\_

Brief explanation: \_\_\_\_\_

☐ Dollar amount is beyond Purchasing Agent's authority

☐ County Counsel cannot approve terms and conditions – explain in body of Board letter

☐ Sole source – no competitive process can be performed

☐ Purchasing Agent has given concurrence

☐ Purchasing Agent has not given concurrence – explain in body of Board letter

☒ Retroactive agreement

Date of Prior Notification: \_\_\_\_\_

Date retroactive to: \_\_\_\_\_

Reason for delay in approval: Received notification on September 29, 2017

☐ Emergency situation

Brief explanation: \_\_\_\_\_

☐ Other: \_\_\_\_\_

**Type of Agreement:**

☐ Personal/Professional Services

☐ Construction Project

☐ Equipment / Software

☐ Training

☒ Grant

☐ State

☐ Lease

☐ Joint Powers

☐ Memorandum of Understanding

Other \_\_\_\_\_

**Brief description of services being contracted:**

This Agreement is with the USDOJ for grant funds for the Sheriff's Office Body-Worn Camera project to Metro Patrol.

Fiscal Impact: \$ \$270,000

; Source of Funds: Federal; \$135,000 County AB 109

☐ Budgeted

☒ Not Budgeted

☒ Discretionary

☐ Mandated

Will one or more Capital Assets be purchased as part of the agreement? ☐ No ☒ Yes

*Capital asset accounts must be established with the County Administrative Office before the purchase is made per policy 507 of the County Policy & Procedures Manual, Chapter 5.*

Term of Agreement From: October 1, 2017 To: September 30, 2019

Provision for Extensions:

☐ Yes Please explain: \_\_\_\_\_

☒ No

**Basis of compensation/cost:**

☐ Low bid

☐ RFP – Date of Award: \_\_\_\_\_

☐ Utilize another governmental agency or Buying Alliance award – Agency: \_\_\_\_\_

☐ Other: \_\_\_\_\_

I verify that all information above is accurate to the best of my knowledge.

[Signature]  
Department Head

10/25/17  
Date





## *Kern County Sheriff's Office*

# **Policies and Procedures**

TITLE: <b>Body Worn Cameras</b>		NO: J-3600	
APPROVED: <b>Donny Youngblood, Sheriff-Coroner</b>			
EFFECTIVE: <b>February 5, 2015</b>	REVIEWED: 10/05/2018	REVISED: 10/05/2018	UPDATED: 10/05/2018

### **PURPOSE**

To establish a policy for the Kern County Sheriff's Office to use, manage, store and retrieve data captured on body-worn cameras (BWCs).

Body Worn Camera (BWC) systems are intended to assist members of the Kern County Sheriff's Office in the performance of their duties by providing an audio and/or video record of law enforcement related encounters. BWCs are useful in documenting citizen encounters, enhancing the Sheriff's Office's ability to review probable cause for arrest(s), reviewing interactions with members of the public, and use as evidence for investigative and prosecutorial purposes.

BWCs can strengthen the public's perception of law enforcement professionalism and transparency, as well as provide factual representations of interactions with the public. BWCs can improve community relations, defend Sheriff's Office personnel against false allegations, increase Sheriff's Office accountability, and enhance training and evaluation. All Sheriff's Office personnel assigned BWCs shall utilize them in accordance with the provisions of this policy.

While recordings obtained from BWC's provide an objective record of events, it is understood that video recordings do not necessarily reflect the experience or state of mind of the individuals in a given incident. Moreover, the recordings, especially video, have limitations and may depict events differently than the events recalled by the involved member. Specifically, it is understood that the BWC will capture information that may not have been heard and/or observed by the involved employee and that the involved employee may see and/or hear information that may not be captured on a recording.

### **POLICY**

#### **BODY WORN CAMERA SYSTEM**

1. BWC equipment is used by uniformed personnel working in Patrol, Detentions, and Court Services assignments designated by the Sheriff's Office. Unless otherwise authorized by the rank of Commander or above, all deputies who are assigned a BWC shall wear the device when working all uniformed assignments and will activate the BWC as provided in

this policy.

2. Deputies equipped with a BWC will be trained in the operation of the equipment and the proper storage of video evidence prior to its use. The Training Section will develop a comprehensive training program required for all new users. Deputies will use the BWC equipment in accordance with the Sheriff's Office training and the BWC manufacturer's operations manual.
3. Deputies shall use the approved and provided mounting hardware to position the BWC on the upper chest area of their uniform, attached to the outermost layer of clothing, and positioned forward-facing to facilitate an unobstructed field of view. The BWC may be repositioned for additional uses as follows:
  - a. While conducting interviews, deputies may position their BWC in order to best capture the subject of the interview.
  - b. While transporting prisoners, deputies may place the BWC in a position which best captures the rear compartment of the vehicle.
4. Deputies are responsible for the reasonable care, proper functioning, and maintenance of the BWC. Prior to going into service, deputies shall inspect the BWC to ensure it is charged and perform a function check consistent with the training they received on the BWC.
5. Deputies will immediately notify a supervisor if the BWC is not functioning properly and when practical, a replacement will be issued.
6. If a BWC is lost or damaged, the deputy shall document the incident in the appropriate report.
7. Deputies shall not:
  - a. Attempt to override or bypass the BWC equipment.
  - b. Erase, alter, or delete any recording produced by the BWC.
  - c. Carry, mount, or otherwise utilize a private-owned BWC without express permission of the Sheriff of his designee.
8. Absent exigent circumstances, deputies are not allowed to use their own personal electronic devices for documentation purposes in place of their issued BWC.

**WHEN ACTIVATION OF BWC SYSTEM IS REQUIRED A. Law Enforcement Bureau Personnel**

1. This section is not intended to describe every possible situation where the BWC may be used. As soon as practical and safe, deputies shall make all reasonable efforts to activate their BWCs when responding to all calls for service and during all law enforcement related encounters that occur while on duty. Deputies assigned BWCs shall activate the BWC in the following situations, when practical and safe to do so:

<b>EFFECTIVE:</b> <b>February 5, 2015</b>	<b>REVIEWED:</b> 10/05/2018	<b>REVISED:</b> 10/05/2018	<b>UPDATED:</b> 10/05/2018
--	--------------------------------	-------------------------------	-------------------------------

- a. All dispatched calls for service (prior to arrival on scene).
  - b. All traffic stops.
  - c. All enforcement and investigative contacts (consensual, detention, or arrest).
  - d. When serving all search or arrest warrants.
  - e. All Code 3 driving and/or responses.
  - f. When conducting the following: searches of one's person, property, or residence (incident to arrest, cursory, probable cause, probation/parole, consent, vehicle).
  - g. All vehicle pursuits: primary and secondary deputies and other authorized deputies.
  - h. Any foot pursuit.
  - i. All K-9 deployments or searches.
  - j. Crowd control situations.
  - k. All incidents involving use of force.
  - l. Witness and victim statements.
  - m. Suspect statements.
  - n. While serving all civil processes.
  - o. All inmate/prisoner transports [exception for Detentions Bureau Transportation Unit noted in the Detentions Bureau section of this policy].
  - p. Any contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording.
  - q. Anytime a deputy believes audio and/or video evidence would be of use.
  - r. At the direction of a supervisor.
2. Deputies should make audio/video recordings of any event where the deputy reasonably suspects that an audio/video record could have value as evidence, limit liability or resolve citizen complaints.

**B. Detentions Bureau Personnel**

1. This section is not intended to describe every possible situation where the BWC may be used. Deputies working inside a jail facility shall activate their BWC while performing the following duties:
  - a. Processing a new arrestee when it is believed or apparent the arrestee is uncooperative.
  - b. Searches of a cell, dormitory housing, or holding area.
  - c. During the on-loading and off-loading of Transportation vehicles.
  - d. Cell extractions.

<b>EFFECTIVE:</b> February 5, 2015	<b>REVIEWED:</b> 10/05/2018	<b>REVISED:</b> 10/05/2018	<b>UPDATED:</b> 10/05/2018
---------------------------------------	--------------------------------	-------------------------------	-------------------------------

- e. Placing inmates into special housing locations (i.e., sobering, safety, suicide watch).
  - f. Any contact that becomes adversarial and/or video evidence would be of use.
2. Deputies shall not record inmates while conducting strip searches, conducting a classification or medical interview, or during the inmates' use of a toilet or shower. However, there may be circumstances which dictate the need for BWC activation, such as the inmate becoming uncooperative or resistive, or the possibility of an allegation of misconduct arises from the contact.

**C. Court Services Section Personnel**

1. Deputies working in the courts shall activate their BWCs in accordance with sections A and B of this policy, as well as while taking remanded subjects into custody.

**DOCUMENTATION REQUIRED FOR FAILING TO ACTIVATE BWC OR RECORDING THE DURATION OF INCIDENT**

1. As in all enforcement and investigative activities, the safety of the deputies and members of the public are the highest priority. There may be instances where it is unsafe, impractical, or unreasonable for a deputy to activate their BWC before taking enforcement action. If a deputy is unable to activate their BWC prior to initiating any of the required activities, the deputy shall activate the BWC as soon as it is practical and safe to do so.
2. If a deputy is unable to activate or fails to activate the BWC prior to a required situation, fails to record the entire situation, or interrupts the recording for any reason, the deputy shall document the reason for such actions in a LERMS incident report or if a report is not written, in the comments field of the incident located in the Computer Aided Dispatch (CAD) System.

**ADVISEMENT AND CONSENT:**

Deputies are not required to advise or obtain consent from a person(s) to record or utilize the BWC when they are in a public place or at a location where the deputy is lawfully present.

**WHEN DEACTIVATION OF THE BWC IS AUTHORIZED**

1. Once activated, the BWC shall remain in recording mode until:
  - a. There is no likelihood of enforcement action or suspect contact and further recording would not be of evidentiary value.
  - b. Deputies may cease recording in between interviews (unless doing so could result in the loss of potential evidence).

<b>EFFECTIVE:</b> February 5, 2015	<b>REVIEWED:</b> 10/05/2018	<b>REVISED:</b> 10/05/2018	<b>UPDATED:</b> 10/05/2018
---------------------------------------	--------------------------------	-------------------------------	-------------------------------

2. Deputies may deactivate the audio portion of the recording by engaging the mute button on the BWC, for administrative reasons only. Deputies will do the following:
  - a. While in the recording mode, state the reason for the audio deactivation prior to the audio deactivation; and
  - b. Reactivate the audio recording once the purpose for audio deactivation has concluded.
3. For the purpose of this policy section, “administrative reasons” includes;
  - a. Discussion of tactics related to an incident.
  - b. Deputy to deputy training officer (discussing a training issue).
  - c. Any reason a supervisor may authorize. Prior to deactivating the audio, the deputy will identify the authorizing supervisor.

## **VICTIM AND WITNESS STATEMENTS**

During an investigation, deputies shall attempt to record the crime victim and/or witness statements with the BWC. If the witness or victim refuses to provide a statement on camera, the option of an audio or written statement may be used. Deputies may still accomplish an audio recording of the statement by angling the camera away from the victim or witness or using an audio recorder.

## **WHEN ACTIVATION OF THE BWC IS NOT REQUIRED**

Activation of the BWC is not required:

1. During breaks and lunch periods.
2. When not in service and not on a call.
3. When in service but not on a call.

## **WHEN ACTIVATION OF THE BWC IS PROHIBITED**

Deputies will not use the BWC in the following circumstances:

1. BWC's shall not be used to record non-work related personal activity.
2. A potential witness who requests to speak to a deputy confidentially or desires anonymity.
3. A victim or witness who requests that he or she not be recorded as a condition of cooperation and the interests of justice require such cooperation.
4. During tactical briefings, or the discussion of safety and security procedures.
5. Public or private locker rooms, changing rooms, restrooms, unless taking enforcement

<b>EFFECTIVE:</b> February 5, 2015	<b>REVIEWED:</b> 10/05/2018	<b>REVISED:</b> 10/05/2018	<b>UPDATED:</b> 10/05/2018
---------------------------------------	--------------------------------	-------------------------------	-------------------------------

action.

6. Doctor's or lawyer's offices, unless taking enforcement action.
7. Medical or hospital facilities, unless taking enforcement action.
8. At a school, where minor children are present, unless taking enforcement action.
9. During Sheriff's Office or supervisory meetings.
10. Situations where recording would risk the safety of a confidential informant, citizen informant, or undercover personnel.
11. Any incident a deputy believes the recording would interfere with their ability to conduct an investigation, or may be inappropriate, because of the victim or witness's physical condition, emotional state, age, or other sensitive circumstances (e.g., a victim of rape, incest, or other form of sexual assault).

## **SURREPTITIOUS RECORDINGS**

During any lawful investigation and within the normal scope of duties, no member of the Sheriff's Office will intentionally secretly record with a BWC any confidential communication as defined by PC 632. Prohibited recordings would include other members of the Sheriff's Office, other law enforcement agencies or the public.

## **REVIEW OF BWC RECORDINGS**

1. Review of recordings is permitted for the following purposes:
  - a. By the deputy to make sure the BWC is working properly.
  - b. A deputy may review their own BWC recording(s) to assist with writing an investigative/supplemental report, memorandum, or prior to making a statement about the incident.
  - c. Prior to courtroom testimony.
  - d. By authorized persons to review evidence.
  - e. In the event of an officer involved shooting, use-of-force involving significant injury or death, or pursuit involving great bodily injury or death, the involved deputy shall have the option to review his or her BWC recording prior to being interviewed. A deputy may have an employee representative present during the review of the BWC recording without detectives or supervisors present.
  - f. To prepare for an Internal Affairs Unit investigation, to include reviewing the data with their representative, outside the presence of any supervisor or investigator.
  - g. By authorized Sheriff's Office personnel participating in an official investigation such as a personnel complaint, administrative inquiry, or criminal investigation.

<b>EFFECTIVE:</b> February 5, 2015	<b>REVIEWED:</b> 10/05/2018	<b>REVISED:</b> 10/05/2018	<b>UPDATED:</b> 10/05/2018
---------------------------------------	--------------------------------	-------------------------------	-------------------------------



- h. For other reasons not specified, with permission of the Sheriff or designee.
- 2. Supervisors may review BWC recordings for the following purposes:
  - a. For the purpose of investigating a specific act of employee conduct.
  - b. When completing a use-of-force review.
  - c. When BWC recordings are submitted with any report.
- 3. Field Training Officers and Detentions Training Officers and their supervisors may view BWC recordings to evaluate the performance of their trainees.
- 4. Recordings may be used to provide formal training opportunities with notification made to the involved deputy prior to the training. If the involved Sheriff's Office personnel object to the use of the recording for training, they may submit a written request through their respective chain of command to contest the use of the recording. The commander will review the objection and determine if the objection outweighs the training value.
- 5. In no event shall any recording be used or shown with the intent to ridicule or embarrass any employee or any member of the public.
- 6. Deputies shall not obtain, attempt to obtain, or convert for their personal use or for the unauthorized use of another person, any information obtained by the BWC system.
- 7. Deputies shall not copy any recordings for any personal use or uploading to any internet web site or social networking sites without the express written authorization of the Sheriff.

## **DOCUMENTATION AND STORAGE**

- 1. Required Classification of BWC Recordings
  - a. For each incident recorded on a BWC, deputies shall ensure incident recordings have the event type and other information using the BWC equipment and software that best describes the content of the video (i.e. arrest, traffic stop, report). Each incident captured on the BWC shall be tagged with the corresponding incident/case number. BWC recordings, however, are not a replacement for written reports or other required documentation.
  - b. Deputies shall ensure their BWC recordings are accurately classified and downloaded prior to the completion of their shift.
  - c. Unless involved in a use of force, an arrest, or directed by a supervisor, deputies that use their BWC while working overtime or away from their regular assignment are permitted to download and classify their recordings during their next regularly scheduled work day.
- 2. Deputies are required to document any portion of an incident captured on the BWC system under the heading "Physical Evidence" on all their investigative/supplemental reports. The

<b>EFFECTIVE:</b> February 5, 2015	<b>REVIEWED:</b> 10/05/2018	<b>REVISED:</b> 10/05/2018	<b>UPDATED:</b> 10/05/2018
---------------------------------------	--------------------------------	-------------------------------	-------------------------------

evidence type will be listed as “BWC and Digital Imaging” with a brief description of what was captured on the recording (e.g., “The suspect’s spontaneous statements and actions were recorded via BWC”). If a citation is issued, a notation will be placed on the back of the Deputy’s copy indicating the incident was recorded.

3. BWC recordings may be reviewed by the deputy that captured the video evidence prior to completing an investigative/supplemental report.
4. Access to BWC recordings stored on the secure storage server shall only be accessed from Sheriff’s Office computers and/or equipment owned by the Sheriff’s Office.
  - a. An exception is made for administrators, for the purpose of completing administrative tasks.

## **RETENTION OF BWC RECORDINGS**

BWC data will be retained in compliance with governmental standards, guidelines, and applicable laws. All video/audio media will be maintained in a secured data storage medium for a minimum period of 13 months. After that period, the data may be destroyed, unless other conditions (described herein) would preclude destruction. Exceptions to this purge criteria are data associated with civil or criminal cases that have not been adjudicated, or if the Sheriff’s Office has sufficient notice of a potential litigation that could involve particular BWC data; sustained Internal Affairs investigations; the request of the District Attorney’s Office or other law enforcement agency; and/or at the discretion of the Sheriff’s Office. The purging of data files will be completed in a manner consistent with all statutory requirements and County and Sheriff’s Office policies.

## **COPIES OF BWC SYSTEM RECORDINGS**

1. Copies of a BWC recording will be used for official Kern County Sheriff’s Office business only.
2. Only authorized employees may duplicate/copy video or audio files and only for legitimate law enforcement purposes.
  - a. Legitimate law enforcement purposes include; court testimony or for the court for evidentiary purposes.
3. Unauthorized duplication, copying or distribution is expressly prohibited, and personnel who do so may be subject to disciplinary action. BWC recordings shall be safeguarded similar to other forms of evidence. All copies made and not booked into Sheriff’s Office Property Room/or used for administrative purposes will be marked for destruction in accordance with current County and Sheriff’s Office destruction policies. It is the responsibility of the person receiving the copy to comply with the records retention as outlined in policy.

<b>EFFECTIVE:</b> <b>February 5, 2015</b>	<b>REVIEWED:</b> 10/05/2018	<b>REVISED:</b> 10/05/2018	<b>UPDATED:</b> 10/05/2018
--	--------------------------------	-------------------------------	-------------------------------

## **SUPERVISOR REVIEW**

1. Sergeants will conduct quarterly reviews of their deputies BWC recordings to ensure they are complying with this policy. The results of the reviews will be documented and sent to the lieutenant within the chain-of-command.
2. In the event of an officer involved shooting, use-of-force involving significant injury or death, or pursuit involving great bodily injury or death, supervisors shall take possession of the BWC of the involved deputy/deputies and ensure data related to these critical incidents is downloaded as soon as possible following the incident.
3. It is not the intent of the Sheriff's Office to review BWC recordings for purposes of general performance reviews or to proactively discover policy violations.

## **REQUESTS FOR BWC RECORDINGS**

Pursuant to Government Code 6254 (California Public Records Act) in general, BWC video is considered a "law enforcement investigatory file" and does not require full disclosure to the public. Media requests will be processed through the Public Information Officer (PIO). BWC video that is subject to disclosure shall be edited and redacted, when necessary, in order to protect the privacy of people and places depicted in the video. Such editing redaction, and release will be done by those authorized by the Sheriff or his designee.

## **REVIEW OF BODY WORN CAMERA POLICY**

The Sheriff's Office will continually review this policy to maintain effectiveness and adherence to local, State, and Federal laws, pursuant to Sheriff's Office Policy and Procedures Section A-0200.

<b>EFFECTIVE:</b> February 5, 2015	<b>REVIEWED:</b> 10/05/2018	<b>REVISED:</b> 10/05/2018	<b>UPDATED:</b> 10/05/2018
---------------------------------------	--------------------------------	-------------------------------	-------------------------------



# *Kern County* **SHERIFF** *Interoffice Memorandum*

**To:** Affected Downtown Services Division Personnel  
**From:** Commander Todd Bishop  
**Date:** March 4, 2016  
**Re:** DSD Directive 2016-001: Taser brand Axon Body Worn Camera (BWC) Deployment Directive

---

## **PURPOSE**

This directive will supplement Kern County Sheriff's Office Policy J-3600. It is the purpose of this directive to provide deputies using the Taser brand Axon BWC's with guidelines for the use of the BWCs and to institute operation, retention, review, accountability protocols. This directive is not intended to describe every possible situation where the BWCs may be used.

## **DEFINITIONS**

**Taser Axon Body Camera** - The body camera system utilized by the deputies assigned to the Downtown Services Division

**Evidence.com** - Secure storage location for all video recordings.

**Upload** - The transfer of recorded data from the Taser Axon Body Camera to cloud storage provided through Evidence.com.

**Taser Evidence Sync** - Desktop-based application that enables evidence from the BWC to be uploaded to Evidence.com.

## **SYSTEM ADMINISTRATION**

### **A. System Administrator – Section Lieutenant**

The System Administrator(s) are designated by the Sheriff or his/her designee and have oversight responsibilities to include, but not limited to, the following:

- Operation and user administration of the system.
- System evaluation and training.
- Policy and procedure review and evaluation.
- Coordination with Technology Services regarding system related issues.
- Ensure BWC files are secured and retained per policy.
- Coordinate with Sheriff's Office litigation team to ensure BWC files are reviewed and released in accordance with federal, state, and local statutes, and within policy.

### **B. Supervisor – Unit/Squad Sergeant**

- Supervisors will ensure deputies utilize the BWC according to policy guideline.
- Coordinates with System Administrator to facilitate training as needed.
- Supervisors will review BWC recordings in accordance to policy and as directed by the

Sheriff or their designee.

- Supervisors shall ensure BWC video is uploaded in accordance to policy.
- Supervisors may have the ability to immediately resolve complaints by reviewing video captured by the BWC. In those circumstances where a complaint is resolved with no further action needed, supervisors shall add an additional category of citizen complaint to the video and make appropriate notes in the notes section of Evidence.com. This will allow Professional Standards personnel to capture incidents that are resolved by the use of the BWC.

## **OPERATOR RESPONSIBILITIES**

- The proper operation of the BWC recording equipment is the responsibility of the deputy assigned to the equipment. The equipment will be operated and maintained according to the manufacturer's instructions and recommendations. Sheriff's Office personnel will not use the BWC until they have completed training on the proper use of the system.
  - Prior to going into service deputies who wear the BWC will ensure that the equipment is charged and appears to be working properly. This should include activating the camera briefly and ensuring the light reflects proper functioning. This will create a short test video that can be later categorized under the Test/Non-criminal category. Any problems with the BWC should be brought to the supervisor's attention.
  - Deputies shall place BWC's on their upper chest area, facing forward below neckline, and above the abdomen, on the exterior of their clothing.
  - Any pertinent incident that was recorded with either the video or audio system shall be documented in the associated Incident Report. If a traffic citation or administrative citation was issued, a notation shall be placed on the back of the deputy's copy of the citation that the incident was recorded.
  - During their shift, deputies should make an effort to view their video and enter the appropriate meta-data for categorizing. This can be done from either a Sheriff's Office issued mobile device or Sheriff's Office computer (using the Sync application). If it cannot be done during the shift, deputies will need to mark and categorize video evidence at the end of shift.
  - Deputies will dock their cameras for upload to Evidence.com daily, in accordance to work schedules. CRF Deputies will dock their BWC at the end of the shift each day and the BWC will be left in the docking station until their next shift. This process will charge the camera, upload all video, download updates, and remove all video from the camera. In the event upload times will not allow the deputy to take their assigned BWC with them at the end of shift, the BWC will be left on the docking station until their next shift.
  - In instances where a deputy is assigned a personal BWC and takes law enforcement action while off duty or outside of the County jurisdiction, for example on his way home
-

from work or in conjunction with a special operation that makes return travel to the County logistically impractical, the deputy shall contact a supervisor to determine the most appropriate upload time.

- In instances where a deputy is not assigned a BWC and instead shares its use, the deputy shall return the BWC to an assigned docking station at the end of each shift so the BWC is available for use by another deputy.
  - The BWC should not be deactivated during contacts except as provided by this directive or policy. If there is an equipment failure resulting in a deactivation, the deputy will notify his/her supervisor and provide the reason for the deactivation upon learning of it. If a subject(s) states they do not wish to be recorded, the deputy will not deactivate the camera. An exception to this rule may be victims of crimes as outlined in Government Code section 6254.
  - When there are multiple deputies with BWCs on scene at an incident all BWC systems should record the incident, unless directed otherwise by a supervisor. The primary unit will be responsible for documenting that the incident was recorded and which deputies were on scene with BWCs. All deputies at the scene utilizing a BWC will be required to write a supplemental report documenting their involvement and the BWC evidence.
  - Prior to taking any suspect into custody deputies should activate their respective BWC, if it has not already been activated. The deputy should leave the BWC activated until entering the Central Receiving Facility for booking. Once inside CRF, the deputy should deactivate the BWC and allow the facility cameras to capture further evidence. In the event circumstances dictate the BWC should be left active, the deputy should leave the BWC activated and notify a supervisor the BWC was activated and captured sensitive information, e.g. the nurse examination. The supervisor should then follow procedures outlined later in this directive under Sensitive Information.
  - Deputies should make every effort to audio and video record all activities when responding to emergency situations and during any encounters and/or activities that may result in a physical altercation while the deputy is on duty. If it is safe and practical to do so, deputies should activate the BWC while approaching the location or as soon as practical before or during an incident unless it is impractical to do so due to the urgency of the situation. Examples of required BWC activation includes, but is not limited to, when encountering subjects (inmate or public) who are hostile, aggressive, non-compliant, combative, distraught, disorderly, argumentative, angry, unstable or those who pose a security risk.
  - When a deputy interviews a suspect or witness, the deputy should utilize their BWC to capture the interview. Additionally, when a suspect is read their Miranda Warning it should be recorded on the BWC.
  - During a shift deputies may review portions of the video/audio recording, e.g., to verify an identification, a vehicle license number or to review an incident for statement accuracy,
-

and to add necessary data for categorizing the BWC video.

- Deputies will not make copies of any recording for personal use.
- Deputies will document in the narrative of their report that there is corresponding imagery evidence. Deputies should categorize the video segments based on one of the available categories in Evidence.com.
- Additional data should be entered, including marking or highlighting significant events in the video. This will assist supervisors and investigators. Deputies should notify supervisors of significant events.
- Camera maintenance and care consistent with training, routine maintenance and care of the video system, is the responsibility of the individual deputy issued the BWC. Each deputy will ensure that the system is kept clean and in working order, that the rechargeable battery is fully charged when reporting for duty each work day, and the video files are regularly uploaded. The Sheriff's Office shall maintain sufficient supplies to keep the BWC operational. The deputy will report any issues with their BWC to their supervisor. If the BWC needs repair, refer to the repair procedures below.
- During the course of a field contact, arrest, or investigation, when the situation has moved to a controlled environment, the deputy may deactivate the BWC to discuss tactical, intelligence gathering, or administrative information.
- Deputies providing assistance to other law enforcement agencies should, when practical, notify them the incident is being recorded.
- In addition to the daily test videos, deputies will encounter and record non-criminal activity (e.g. stranded motorists, providing directions, mistaken activation). These videos should be categorized with the event number, if applicable, and stored in the "Test/Non-criminal" file in the Evidence.com system, or as directed in this directive below.

## **REQUIRED ACTIVATION OF BWC**

Activation of the BWC is required in any of the following situations:

- All field contact activities involving actual or potential criminal conduct, within video or audio range, which includes, but is not limited to:
    - Traffic stops
    - Pedestrian checks
    - Suspicious/disabled vehicles
    - Detentions and arrests
-

- Prisoner transports
  - With the exception of routine medical transports by CRF deputies unless the transporting deputy believes the inmate will become confrontational and/or combative
- DUI investigations/H&S 11550 Investigations
- Any call for service involving a crime where the recording may aid in the apprehension and/or prosecution of a suspect, such as:
  - Any incident involving an allegation of domestic violence
  - Any incident involving violence, drugs, or weapons
- Deputies should make audio/video recordings of any event where the deputy reasonably suspects that an audio/video record could have value as evidence, limit liability or resolve citizen complaints.
- When working a uniformed assignment or when appearing for court in uniform, deputies will wear their BWC, if assigned one, unless directed otherwise by a supervisor.

**\*\*Activation of the BWC is not required during breaks or when not in service.**

**\*\*Deputies are not required to wear a BWC when attending training, funerals, awards ceremonies, or other events approved by a supervisor.**

**\*\*Deputies should be aware of their surroundings when operating the BWC, such as in a hospital or with the Mobile Evaluation Team (MET) where patient rights and privacy are protected. Follow the procedures outlined in this directive when potentially sensitive information is recorded.**

**\*\*Deputies should not activate their BWC inside a court room unless a significant event occurs. In the event a BWC is activated in a court room, deputies shall notify a supervisor and make them aware of the situation. The supervisor will make the affected court aware of the recording.**

## **PROHIBITED USES OF BWC RECORDINGS**

- BWCs shall not be activated to surreptitiously record any conversation of or between Department employees or other law enforcement personnel.
  - Recordings may not be used for any personal use or uploading to any internet web site without the express written authorization of the Sheriff.
  - In no event shall any recording be used or shown with the intent to ridicule or embarrass any employee or any member of the public.
  - BWCs should not be activated while communicating with Confidential Informants (CIs).
-



- BWCs shall not be used to take a statement in lieu of a written statement documented in a report. Deputies should not substitute "refer to video" for a detailed and thorough report.
- Deputies should not activate their BWC when exchanging information with other deputies or law enforcement officers.
- BWCs shall not be activated during Department administrative investigations.
- Recording tactics or strategy.
- Recording undercover law enforcement personnel.
- Recording in places a person would have a reasonable expectation of privacy (e.g. bathrooms, dressing rooms, and locker rooms), unless it is necessary as part of an investigation. Consideration shall be given to anyone using these areas prior to recording.
- Personnel are prohibited from modifying, tampering with, or altering the BWC in any way.
- Permitting citizens to review recordings for reasons other than official law enforcement purposes.
- Personal use.
- Accessing recordings for other than official law enforcement purposes, pursuant to established policy, or as directed by the Sheriff or his designee.
- BWCs shall not be activated when assisting with explosive devices unless the supervisor from the Sheriff's Bomb Squad directs otherwise.

## **REVIEW OF BWC RECORDINGS**

Only the following members of the Sheriff's Office shall have access to review the BWC digital recordings:

- Sheriff
  - Undersheriff
  - Sheriff's Chief Deputies
  - Sheriff's Commanders
  - Sheriff's Lieutenants
  - Sheriff's Sergeants
  - Senior Deputy Sheriffs
  - Internal Affairs Investigators
-

- Deputy reviewing his or her own recordings
- Civil Litigation/Risk Management Coordinator
- Although the data captured by the BWC is not considered Criminal Offender Record Information (CORI), it shall be treated in the same manner. All access to the system is logged and subject to audit at any time. Access to the data from the system is permitted on a right to know and a need to know basis. Authorized employees policy may review video according to the provisions of this directive and Sheriff's Office Policy J-3600.
- Anyone reviewing BWC recordings shall make a note in the notes field in Evidence.com stating the reason for the download or review.

Review of recordings is permitted for the following purposes:

- By the Deputy, Senior Deputy, or Sergeant for the purpose of completing their reports, categorizing video, or preparing for courtroom testimony.
  - Any sworn personnel conducting an investigation which is captured by the BWC shall review the video evidence prior to completing an investigative/supplemental report. If an unforeseen circumstance (e.g. exigent circumstances or technical situations which would not allow the sworn personnel involved to review the video evidence prior to completing the investigative/supplemental report) occurs, the sworn personnel will be required to complete their report as current Sheriff's Office policy dictates. Once the unforeseen circumstance is resolved, the sworn personnel will review the BWC video. If there are any additional observations, the sworn personnel shall document those observations in a supplemental report.
  - By a Deputy or Senior Deputy, with supervisor approval, who is conducting follow-up on a specific case or incident and finds it necessary to review a video involving another deputy.
  - By the Sheriff, Undersheriff, Chief Deputy, Commander, Lieutenant, or Sergeant who is conducting a review of a critical incident, such as a use of force, vehicle pursuit, citizen complaint or evaluation of Sheriff's Office business practices. It shall be a violation of policy for a supervisor to review BWC recordings for the sole purpose of searching for violations of Sheriff's Office policy or law not related to a specific complaint or incident.
  - By Internal Affairs Investigators conducting an administrative inquiry or as part of a personnel investigation.
  - By the District Attorney's Office through a formal request to the System Administrator or their designee.
  - As directed by the Sheriff.
  - Recordings may be used for the purposes of training with the approval of the Commander or Lieutenant of the area involved.
  - As required by law.
-

**\*Note:** Profanity is often employed as a verbal tactic during the use of force. The use of profanity in and of itself will not be cause for discipline; the use of profanity will be considered in the overall context of the incident including the deputy's perception. Deputies should remember professionalism when interacting with the community is of the utmost importance.

**\*\*REVIEW IS FOR OFFICIAL PURPOSES ONLY.**

Evidence.com shall only be accessed by Sheriff's personnel from Sheriff's Office computers and/or equipment issued by the Sheriff's Office. An exception is made for administrators needing to access Evidence.com for the purpose of completing administrative tasks, such locking or unlocking users, etc.

## **REQUESTS FOR BWC FILES AND DOWNLOADS**

Evidence.com is designed to secure all BWC recordings. The system allows for designated permissions to control access. All BWC evidence shall be maintained in Evidence.com. In the event a BWC recording is downloaded the following will provide guidance.

### **Sheriff's Office Requests:**

- The System Administrator will coordinate with Supervisors on who will have the necessary permissions for downloading BWC recordings. A single designee should be utilized to ensure proper control of downloads.
- Only authorized employees may duplicate/copy video or audio files. Personnel shall do so for legitimate law enforcement purposes only. Unauthorized duplication, copying or distribution is expressly prohibited, and personnel who do so may be subject to disciplinary action.
- Any evidentiary requests for BWC recordings should be submitted to the designee, if using a single designee.
- Administrative requests should be directed to the System Administrator or his designee.
- Supervisors or their designee will ensure duplicate video is handled in accordance to this directive and policy.
- If video evidence is captured and a complaint will be sought, the video will be downloaded and copied to DVD format. The DVD will then be booked as evidence into the property room and noted in both the report and in the notes field on Evidence.com.

### **Non-Sheriff's Office Requests:**

- All other requests for BWC files will be processed in accordance with policy, federal, state, and local statutes.
  - Media requests will be submitted to the System Administrator or their designee who will coordinate with the Sheriff's Office litigation staff to facilitate the requests in accordance with policy, federal, state, and local statutes.
-

### **Investigative/Administrative Requests and Sensitive Information:**

- Investigators conducting a sensitive criminal/internal investigation can request to have BWC files restricted.
  - Submit the request to the appropriate supervisor
  - The Supervisor will submit a request to the System administrator providing the name to be used for the restricted file and the names of those who will have access to the file.
  - The Supervisor will also provide direction as to how long the file will be restricted and retained.
  - The System Administrator will create the category and file in accordance with these directions.
- Anyone reviewing a restricted file will enter the reason in the notes field.
- The Supervisor making the request shall be responsible for the maintenance of the file(s), including the retention/deletion of files, any requests for duplication, and in accordance with policy, federal, state, and local statutes regarding evidence.
- If the restriction is to be lifted, the Supervisor shall submit the request to the System Administrator.

**\*\* This same procedure will be followed for BWC video that captures sensitive footage that is protected. This includes video inside hospitals or institutions that may compromise HIPAA and/or PREA.**

### **Training Requests:**

One noted benefit of BWC usage is the ability to provide training opportunities. If Sheriff's Office personnel recognize a training benefit to BWC use the following provides a guideline to accomplish this:

- Sheriff's Office personnel requesting BWC files for training shall submit a request to their respective Division Commander.
  - The request shall include the relevant information to locate the file and the justification.
  - The Division Commander will review and arrange to meet with Sheriff's Office staff involved in the requested file to determine how best to utilize the file while considering those involved and the potential sensitivity of the incident. Consideration will be given to using the file versus other available means. If approved, the Division Commander will submit the request to the System Administrator.
  - If the involved Sheriff's Office personnel object to the use of the file for training, they may submit a written request through their respective chain of command to contest the use of the file. The Sheriff or their designee will review the objection and determine if the objection outweighs the training value.
  - Once approved and submitted to the System Administrator, they will coordinate with the Training Section Lieutenant to facilitate the request.
-

## **CATEGORIES AND RETENTION**

Anyone utilizing a BWC will identify each video by a category, listed below. Categories are primarily used to separate files for retention, and not search purposes. The System Administrator is responsible for creating the categories and their parameters.

- In the event a video is captured that does not fall into a listed category, a supervisor will be notified to determine the best option.
- If the supervisor determines a new category should be created they will store the file in the "Uncategorized" category and submit a request to the System Administrator to review. If approved the System Administrator will move the file to the newly created category.

### **Virtual Jail Categories:**

The minimum retention period will be 13 months for all categories.

1. Test/Non-Criminal
2. Uncategorized
3. Traffic Stops
4. Training
5. Citizen Complaint
6. Use of Force
7. Pursuits
8. Felony Arrests
9. Misdemeanor Arrests
10. Felony Investigations
11. Misdemeanor Investigations
12. Critical Incidents
13. Other Contacts
14. Sex Crimes
15. Child Crimes

### **CRF Categories:**

1. Test/Non-Criminal
  2. Uncategorized
  3. Citizen Contacts
  4. Training
  5. Citizen/Inmate Complaint
  6. Use of Force
  7. Felony Investigations/Arrests
  8. Misdemeanor Investigations/Arrests
  9. Restraint Chair
  10. Critical Incidents
  11. Other Contacts
-

- The System Administrator or designee will report unresolved deficiencies to Taser International.
- Via web based support the System Administrator or designee will complete the required information online, describing the issue or defect in detail in the "Message" window provided.
  - Provide the serial number of the unit, identify the unit as Taser Axon Body
- A Taser representative will contact the System Administrator or designee for resolution.

**Taser International Contact Info:**

- Web based support at <http://www.taser.com/support/contact-us>
- Telephone 1-800-978-2737

Taser International maintains training information and troubleshooting information on their website at <https://www.taser.com/training>

---



# KERN COUNTY SHERIFF'S OFFICE

## Detention Bureau Policies and Procedures

---

**TITLE:**        **AXON BODY WORN CAMERA DEPLOYMENT - DETENTIONS**        **A-550**

---

**EFFECTIVE DATE:**   11-30-17

**REVISED:**

**APPROVED BY:**     Detention Bureau Chief Deputy Tyson Davis

**REFERENCE:**        DPPM J-3600

---

### **POLICY**

The purpose of this policy is to provide deputies using the Axon Body Worn Cameras (BWC) in the Detentions facilities and Downtown Services Division with guidelines for the use of the BWCs and to institute operation, retention, review, accountability protocols. This policy is not intended to describe every possible situation where the BWCs may be used.

This policy will supplement Kern County Sheriff's Office Policy J-3600.

### **DEFINITIONS**

**Axon Body Camera** - The body camera system utilized by the deputies assigned to the Downtown Services Division.

**Upload** - The transfer of recorded data from the Axon Body Camera to cloud storage provided through Evidence.com.

**Evidence.com** - Secure storage location for all video recordings.

**Evidence Sync** - Desktop-based application that enables evidence from the BWC to be uploaded to Evidence.com.

### **DIRECTIVE #1 - General Provisions**

The following provisions shall apply to all uses of the BWC:

- Personnel are prohibited from modifying, tampering with, or altering the BWC in any way.
- The BWC should not be deactivated during contacts except as provided by this

directive or policy. If there is an equipment failure resulting in a deactivation, the deputy will notify his/her supervisor and provide the reason for the deactivation upon learning of it. If a subject(s) states they do not wish to be recorded, the deputy will not deactivate the camera. An exception to this rule may be victims of crimes as outlined in Government Code section 6254.

- When there are multiple deputies with BWCs on scene at an incident, all BWC systems should record the incident unless directed otherwise by a supervisor. The primary unit will be responsible for documenting that the incident was recorded and which deputies were on scene with BWCs. All deputies at the scene utilizing a BWC will be required to write a supplemental report documenting their involvement and the BWC evidence.
- Prior to taking any suspect into custody, deputies should activate their respective BWC if it has not already been activated. The deputy should leave the BWC activated until entering the Central Receiving Facility for booking. Once inside CRF, the deputy should deactivate the BWC and allow the facility cameras to capture further evidence. In the event circumstances dictate the BWC should be left active, the deputy should leave the BWC activated and notify a supervisor the BWC was activated and captured sensitive information, e.g. the nurse examination. The supervisor should then follow procedures outlined in Procedure C, Sensitive Information.
- Deputies should make every effort to audio and video record all activities when responding to emergency situations and during any encounters and/or activities that may result in a physical altercation while the deputy is on duty. If it is safe and practical to do so, deputies should activate the BWC while approaching the location or as soon as practical before or during an incident unless it is impractical to do so due to the urgency of the situation. Examples of required BWC activation include, but are not limited to, when encountering subjects (inmate or public) who are hostile, aggressive, non-compliant, combative, distraught, disorderly, argumentative, angry, unstable or those who pose a security risk.
- When a deputy interviews a suspect or witness, the deputy should utilize their BWC to capture the interview. Additionally, when a suspect is read their Miranda Warning it should be recorded on the BWC.
- During the course of a field contact, arrest, or investigation, when the situation has moved to a controlled environment, the deputy may deactivate the BWC to discuss tactical, intelligence gathering, or administrative information.
- Deputies providing assistance to other law enforcement agencies should, when

practical, notify them the incident is being recorded.

- Deputies should not activate their BWC inside a court room unless a significant event occurs. In the event a BWC is activated in a court room, deputies shall notify a supervisor and make them aware of the situation. The supervisor will make the affected court aware of the recording.

## **DIRECTIVE #2 – Required Activation of BWC**

Activation of the BWC is **required** in any of the following situations:

All field contact activities involving actual or potential criminal conduct, within video or audio range, which includes, but is not limited to:

- Traffic stops;
- Pedestrian checks;
- Suspicious/disabled vehicles;
- Detentions and arrests;
- DUI investigations/H&S 11550 Investigations;
- Prisoner transports with the exception of routine medical transports by CRF deputies unless the transporting deputy believes the inmate will become confrontational and/or combative;
- Any call for service involving a crime where the recording may aid in the apprehension and/or prosecution of a suspect, such as:
  - Any incident involving an allegation of domestic violence;
  - Any incident involving violence, drugs, or weapons.

**\*Note** - Deputies should be aware of their surroundings when operating the BWC, such as in a hospital or with the Mobile Evaluation Team (MET) where patient rights and privacy are protected. Follow the procedures outlined in Procedure C when potentially sensitive information is recorded.

Deputies should make audio/video recordings of any event where the deputy reasonably suspects that an audio/video record could have value as evidence, limit liability or resolve citizen complaints.

In addition to the daily test videos, deputies will encounter and record non-criminal activity (e.g. stranded motorists, providing directions, mistaken activation). These videos should be categorized with the event number, if applicable, and stored in the "Test/Non-criminal" file in the Evidence.com system, or as directed in Directive #5 below.

**\*Note** - Activation of the BWC is not required during breaks or when not in service.

**DIRECTIVE #3 - Prohibited Uses of BWC Recordings**

- BWCs shall not be activated to surreptitiously record any conversation of or between Department employees or other law enforcement personnel.
- Deputies will not make copies of any recording for personal use.
- Recordings may not be used for any personal use or uploading to any internet web site without the express written authorization of the Sheriff.
- In no event shall any recording be used or shown with the intent to ridicule or embarrass any employee or any member of the public.
- BWCs should not be activated while communicating with Confidential Informants (CIs).
- BWCs shall not be used to take a statement in lieu of a written statement documented in a report. Deputies should not substitute "refer to video" for a detailed and thorough report.
- Deputies should not activate their BWC when exchanging information with other deputies or law enforcement officers.
- BWCs shall not be activated during Department administrative investigations.
- Recording of tactics or strategy.
- Recording undercover law enforcement personnel.
- Recording in places a person would have a reasonable expectation of privacy (e.g. bathrooms, dressing rooms, and locker rooms), unless it is necessary as part of an investigation. Consideration shall be given to anyone using these areas prior to recording.
- Permitting citizens to review recordings for reasons other than official law enforcement purposes.
- Accessing recordings for other than official law enforcement purposes, pursuant to established policy, or as directed by the Sheriff or his designee.

- BWCs shall not be activated when assisting with explosive devices unless the supervisor from the Sheriff's Bomb Squad directs otherwise.

#### **DIRECTIVE #4 – Review of BWC Recordings**

Review of BWC recordings is for official purposes only. Evidence.com shall only be accessed by Sheriff's personnel from Sheriff's Office computers and/or equipment issued by the Sheriff's Office. An exception is made for administrators needing to access Evidence.com for the purpose of completing administrative tasks, such locking or unlocking users, etc.

Only the following members of the Sheriff's Office shall have access to review the BWC digital recordings:

- Sheriff
- Undersheriff
- Sheriff's Chief Deputies
- Sheriff's Commanders
- Sheriff's Lieutenants
- Sheriff's Sergeants
- Senior Deputy Sheriffs
- Internal Affairs Investigators
- Deputy reviewing his or her own recordings
- Civil Litigation/Risk Management Coordinator

Although the data captured by the BWC is not considered Criminal Offender Record Information (CORI), it shall be treated in the same manner. All access to the system is logged and subject to audit at any time. Access to the data from the system is permitted on a right to know and a need to know basis. Authorized employees may review video according to the provisions of this directive and Sheriff's Office Policy J-3600.

Anyone reviewing BWC recordings shall make a note in the notes field in Evidence.com stating the reason for the download or review.

#### **Review of recordings is permitted for the following purposes:**

- By the Deputy, Senior Deputy, or Sergeant for the purpose of completing their reports, categorizing video, or preparing for courtroom testimony.
- Any sworn personnel conducting an investigation which is captured by the BWC shall review the video evidence prior to completing an investigative/supplemental report. If an unforeseen circumstance (e.g. exigent circumstances or technical

situations which would not allow the sworn personnel involved to review the video evidence prior to completing the investigative/supplemental report) occurs, the sworn personnel will be required to complete their report as current Sheriff's Office policy dictates. Once the unforeseen circumstance is resolved, the sworn personnel will review the BWC video. If there are any additional observations, the sworn personnel shall document those observations in a supplemental report.

- By a Deputy or Senior Deputy, with supervisor approval, who is conducting follow-up on a specific case or incident and finds it necessary to review a video involving another deputy.
- By the Sheriff, Undersheriff, Chief Deputy, Commander, Lieutenant, or Sergeant who is conducting a review of a critical incident, such as a use of force, vehicle pursuit, citizen complaint or evaluation of Sheriff's Office business practices. It shall be a violation of policy for a supervisor to review BWC recordings for the sole purpose of searching for violations of Sheriff's Office policy or law not related to a specific complaint or incident.
- By Internal Affairs Investigators conducting an administrative inquiry or as part of a personnel investigation.
- By the District Attorney's Office through a formal request to the System Administrator or their designee.
- As directed by the Sheriff.
- Recordings may be used for the purposes of training with the approval of the Commander or Lieutenant of the area involved.
- As required by law.

**\*Note** - Profanity is often employed as a verbal tactic during the use of force. The use of profanity in and of itself will not be cause for discipline; the use of profanity will be considered in the overall context of the incident including the deputy's perception. Deputies should remember professionalism when interacting with the community is of the utmost importance.

#### **DIRECTIVE #5 – Video Categories and Retention of Files**

Anyone utilizing a BWC will identify each video by a category, listed below. Categories are primarily used to separate files for retention, and not search purposes. The System Administrator is responsible for creating the categories and their parameters.



In the event a video is captured that does not fall into a listed category, a supervisor will be notified to determine the best option. If the supervisor determines a new category should be created, they will store the file in the "Uncategorized" category and submit a request to the System Administrator to review. If approved, the System Administrator will move the file to the newly created category.

**Virtual Jail Categories:**

The minimum retention period will be 13 months for all categories.

1. Test/Non-Criminal
2. Uncategorized
3. Traffic Stops
4. Training
5. Citizen Complaint
6. Use of Force
7. Pursuits
8. Felony Arrests
9. Misdemeanor Arrests
10. Felony Investigations
11. Misdemeanor Investigations
12. Critical Incidents
13. Other Contacts
14. Sex Crimes
15. Child Crimes

**CRF Categories:**

1. Test/Non-Criminal
2. Uncategorized
3. Citizen Contacts
4. Training
5. Citizen/Inmate Complaint
6. Use of Force
7. Felony Investigations/Arrests
8. Misdemeanor Investigations/Arrests
9. Restraint Chair
10. Critical Incidents
11. Other Contacts
12. PREA Investigations

**Retention and Deletion:**

Evidence.com is designed to store and manage all digital evidence. Files created utilizing a BWC will be treated as evidence and will be retained and deleted in accordance with property and evidence guidelines, and in accordance with this directive and policy.

**Misdemeanor Evidence:**

1. If no suspect identified, or case filed: Delete after 1 year
2. Case filed and defendant pleas: Delete immediately
3. Case filed and warrant pending: hold for 3 years, or term of warrant
4. Case filed and proceeds to jury trial: Delete after 1 year from sentence

**General Felony Evidence:**

1. Person crime, if no suspect identified, or case filed: release after 6 years
2. Property crime, if no suspect identified or case filed: release after 3 years
3. Case filed, and defendant please: hold for 1 year
4. Case filed, and warrant pending: hold for length of warrant
5. Case filed, and proceeds to jury trial: release after total sentence served
6. Sex crime, no suspect identified: hold indefinitely
7. Capital cases, no suspect identified: hold indefinitely
8. Sexual assault cases involving juvenile victims: hold indefinitely

Critical incidents or BWC files that may result in litigation should be kept indefinitely or as directed by County Counsel in accordance with policy, federal, state, and local statutes.

**\*Note** - In the event of an accidental activation of a BWC or for recordings made for training purposes alone, the recording employee may request the BWC file be deleted by submitting a written request to the BWC System Administrator, via the chain of command. The request must contain sufficient information to aid in locating the BWC file and include the specific reason the file should be considered for deletion. The System Administrator will meet with the affected Commander(s) and a decision will be made. The submitting personnel will be notified.

**DIRECTIVE #6 – System Administration**

For the purposes of this policy, Section Lieutenants are designated as System Administrators by the Sheriff or his/her designee and have oversight responsibilities including, but not limited to the following:

- Operation and user administration of the system;

- System evaluation and training;
- Policy and procedure review and evaluation;
- Coordination with Technology Services regarding system related issues;
- Ensure BWC files are secured and retained per policy;
- Coordination with Sheriff's Office litigation team to ensure BWC files are reviewed and released in accordance with federal, state, and local statutes, and within policy.

**Unit/Squad Sergeants will:**

- Ensure deputies utilize the BWC according to policy guideline;
- Coordinate with System Administrator to facilitate training as needed;
- Review BWC recordings in accordance to policy and as directed by the Sheriff or their designee;
- Ensure BWC video is uploaded in accordance to policy.

Supervisors may have the ability to immediately resolve complaints by reviewing video captured by the BWC. In those circumstances where a complaint is resolved with no further action needed, supervisors shall add an additional category of citizen complaint to the video and make appropriate notes in the notes section of Evidence.com.

**Procedure A: Operator Responsibilities**

When working a uniformed assignment or when appearing for court in uniform, deputies will wear their BWC, if assigned one, unless directed otherwise by a supervisor.

The proper operation of the BWC recording equipment is the responsibility of the deputy assigned to the equipment. The equipment will be operated and maintained according to the manufacturer's instructions and recommendations. Sheriff's Office personnel will not use the BWC until they have completed training on the proper use of the system.

**Prior to going into service, deputies who wear the BWC will:**

- Ensure that the equipment is charged and appears to be working properly. This should include activating the camera briefly and ensuring the light reflects proper functioning. This will create a short test video that can be later categorized under the Test/Non-criminal category.
- Place the BWC on their upper chest area, facing forward below neckline, and above the abdomen, on the exterior of their clothing.

Any pertinent incident that was recorded with either the video or audio system shall be

documented in the associated Incident Report. If a traffic citation or administrative citation was issued, a notation shall be placed on the back of the deputy's copy of the citation that the incident was recorded.

Deputies will document in the narrative of their report that there is corresponding imagery evidence. Deputies should categorize the video segments based on one of the available categories in Evidence.com. Additional data should be entered, including marking or highlighting significant events in the video. This will assist supervisors and investigators. Deputies should notify supervisors of significant events.

During a shift, deputies may review portions of the video/audio recording, e.g., to verify an identification, a vehicle license number or to review an incident for statement accuracy, and to add necessary data for categorizing the BWC video.

Deputies are not required to wear a BWC when attending training, funerals, awards ceremonies, or other events approved by a supervisor.

#### **Procedure B: Data entry and docking for download**

During their shift, deputies should make an effort to view their video and enter the appropriate meta-data for categorizing. This can be done from either a Sheriff's Office issued mobile device or Sheriff's Office computer (using the Sync application). If data entry cannot be done during the shift, deputies will need to mark and categorize video evidence at the end of shift.

The docking process will charge the camera, upload all video, download updates, and remove all video from the camera.

- Deputies will dock their cameras for upload to Evidence.com daily, in accordance to work schedules.
- CRF Deputies will dock their BWC at the end of the shift each day and the BWC will be left in the docking station until their next shift.

In the event upload times will not allow the deputy to take their assigned BWC with them at the end of shift, the BWC will be left on the docking station until their next shift.

In instances where a deputy is assigned a personal BWC and takes law enforcement action while off duty or outside of the County jurisdiction, for example on the way home from work, or in conjunction with a special operation that makes return travel to the County logistically impractical, the deputy shall contact a supervisor to determine the most appropriate upload time.

In instances where a deputy is not assigned a BWC and instead shares its use, the deputy shall return the BWC to an assigned docking station at the end of each shift so the BWC is available for use by another deputy.

#### **Procedure C: Processing Requests for BWC Files and Downloads**

Evidence.com is designed to secure all BWC recordings. The system allows for designated permissions to control access. All BWC evidence shall be maintained in Evidence.com. In the event a BWC recording is downloaded the following will provide guidance.

##### **Sheriff's Office Requests:**

The System Administrator will coordinate with Supervisors on who will have the necessary permissions for downloading BWC recordings. A single designee should be utilized to ensure proper control of downloads.

- Only authorized employees may duplicate/copy video or audio files. Personnel shall do so for legitimate law enforcement purposes only. Unauthorized duplication, copying or distribution is expressly prohibited, and personnel who do so may be subject to disciplinary action.
- Any evidentiary requests for BWC recordings should be submitted to the designee, if using a single designee.
- Administrative requests should be directed to the System Administrator or his designee.
- Supervisors or their designee will ensure duplicate video is handled in accordance to this directive and policy.
- If video evidence is captured and a complaint will be sought, the video will be downloaded and copied to DVD format. The DVD will then be booked as evidence into the property room and noted in both the report and in the notes field on Evidence.com.

##### **Non-Sheriff's Office Requests:**

- All other requests for BWC files will be processed in accordance with policy, federal, state, and local statutes.



- Media requests will be submitted to the System Administrator or their designee who will coordinate with the Sheriff's Office litigation staff to facilitate the requests in accordance with policy, federal, state, and local statutes.

#### **Investigative/Administrative Requests and Sensitive Information:**

Investigators conducting a sensitive criminal/internal investigation can request to have BWC files restricted by submitting a request to the appropriate supervisor.

- The Supervisor will submit a request to the System administrator providing the name to be used for the restricted file and the names of those who will have access to the file.
- The Supervisor will also provide direction as to how long the file will be restricted and retained.
- The System Administrator will create the category and file in accordance with these directions.
- Anyone reviewing a restricted file will enter the reason in the notes field.
- The Supervisor making the request shall be responsible for the maintenance of the file(s), including the retention/deletion of files, any requests for duplication, and in accordance with policy, federal, state, and local statutes regarding evidence.
- If the restriction is to be lifted, the Supervisor shall submit the request to the System Administrator.

**\*Note** - This same procedure will be followed for BWC video that captures sensitive footage that is protected. This includes video inside hospitals or institutions that may compromise HIPAA and/or PREA.

#### **Training Requests:**

One noted benefit of BWC usage is the ability to provide training opportunities. If Sheriff's Office personnel recognize a training benefit to BWC use, the following provides a guideline to accomplish this:

- Sheriff's Office personnel requesting BWC files for training shall submit a request to their respective Division Commander.
- The request shall include the relevant information to locate the file and the

justification.

- The Division Commander will review and arrange to meet with Sheriff's Office staff involved in the requested file to determine how best to utilize the file while considering those involved and the potential sensitivity of the incident. Consideration will be given to using the file versus other available means. If approved, the Division Commander will submit the request to the System Administrator.
- If the involved Sheriff's Office personnel object to the use of the file for training, they may submit a written request through their respective chain of command to contest the use of the file. The Sheriff or their designee will review the objection and determine if the objection outweighs the training value.

Once approved and submitted to the System Administrator, they will coordinate with the Training Section Lieutenant to facilitate the request.

#### **Procedure D – Maintenance and Repair**

Camera maintenance and care consistent with training, routine maintenance and care of the video system, is the responsibility of the assigned deputy issued the BWC. BWC's not assigned to a deputy shall be maintained by the System Administrator.

Each deputy will ensure that the system is kept clean and in working order, that the rechargeable battery is fully charged when reporting for duty each work day, and the video files are regularly uploaded. The Sheriff's Office shall maintain sufficient supplies to keep the BWC operational.

#### **The deputy will:**

- Report any problems with their BWC to their immediate supervisor.

#### **Upon notification, the supervisor shall:**

- Inspect the equipment and attempt to resolve the problem;
- Secure the equipment and provide it the System Administrator or designee;
- If possible, issue the deputy another BWC;
- The supervisor will be responsible for making any changes to BWC assignments.

In the event the problem cannot be resolved, the supervisor will contact the System Administrator or designee stating the problem or malfunction.

**The System Administrator or designee will:**

- Report unresolved deficiencies to Axon;
- Via web based support the System Administrator or designee will complete the required information online, describing the issue or defect in detail in the "Message" window provided;
- Provide the serial number of the unit and identify the unit as Axon Body.

An Axon representative will contact the System Administrator or designee for resolution.

**Axon Contact Info:**

- Web based support at <http://www.axon.com/support/contact-us>
- Telephone 1-800-978-2737

Axon maintains training information and troubleshooting information on their website at <https://www.axon.com/training>